

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address <b>THOMAS R. MULALLY (SBN 116880)</b> <b>SPENCER &amp; MULALLY</b> 14156 Magnolia Blvd., Suite 200 Sherman Oaks, CA 91423 (818) 784-8700 (818) 784-5406 fax tom@ssmlaw.com	FOR COURT USE ONLY <div style="text-align: center;"><b>FILED &amp; ENTERED</b> <b>JUN 23 2014</b> <b>CLERK U.S. BANKRUPTCY COURT</b> <b>Central District of California</b> <b>BY Ogier DEPUTY CLERK</b></div> <input checked="" type="checkbox"/> Attorney for Movant(s) <input type="checkbox"/> Movant(s) appearing without an attorney
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA – SAN FERNANDO VALLEY DIVISION</b>	
In re:  THOMAS MARTIN MARTINEZ	CASE NO.: 1:12-bk-15757-AA CHAPTER: 13  <b>ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (PERSONAL PROPERTY)</b>  DATE: 6/11/2014 TIME: 11:30 am COURTROOM: 303 PLACE: 21041 Burbank Boulevard, Woodland Hills, CA  Debtor(s).
Movant: DPM Acquisition, LLC	

1. The Motion was:  Opposed  Unopposed  Settled by stipulation

2. The Motion affects the following personal property (Property):

Vehicle (*describe year, manufacturer, type and model*): \_\_\_\_\_

Vehicle identification number: \_\_\_\_\_

Location of vehicle (*if known*): \_\_\_\_\_

Equipment (*describe manufacturer, type, and characteristics*):

Serial number(s): \_\_\_\_\_

Location (*if known*): \_\_\_\_\_

Other Property (*describe type, identifying information, and location*): 72 vacation points in Timeshare Interest

See Exhibit \_\_\_\_\_ attached to this Order.

3. The Motion is granted under:  11 U.S.C. § 362 (d)(1)  11 U.S.C. § 362(d)(2)

4. As to the Movant, its successors, transferees and assigns, the stay of 11 U.S.C. § 362(a) is:

- a.  Terminated as to Debtor and Debtor's bankruptcy estate.
- b.  Annulled retroactively to the date of the bankruptcy petition filing.
- c.  Modified or conditioned as set forth in Exhibit \_\_\_\_\_ to this Order.

5.  Movant may enforce its remedies to repossess or otherwise obtain possession and dispose of the Property in accordance with applicable nonbankruptcy law, but may not pursue any deficiency claim against the Debtor or property of the estate except by filing a Proof of Claim pursuant to 11 U.S.C. § 501.

6.  Movant must not repossess the Property before the following date (*specify*): \_\_\_\_\_

7.  The stay remains in effect subject to the terms and conditions set forth in the Adequate Protection Attachment to this Order.

8.  In chapter 13 cases, the trustee must not make any further payments on account of Movant's secured claim after entry of this Order. The secured portion of Movant's claim is deemed withdrawn upon entry of this Order without prejudice to Movant's right to file an amended unsecured claim for any deficiency. Absent a stipulation or order to the contrary, Movant must return to the trustee any payments received from the trustee on account of Movant's secured claim after entry of this Order.

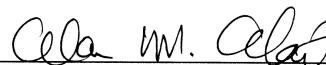
9. This Order is binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of the Bankruptcy Code.

10. This court further orders as follows:

- a.  The 14-day stay provided by FRBP 4001(a)(3) is waived.
- b.  The provisions set forth in the Extraordinary Relief Attachment shall also apply (*attach Optional Form F 4001-10.ER*).
- c.  See attached continuation page for additional provisions.

###

Date: June 23, 2014

  
\_\_\_\_\_  
Alan M. Ahart  
United States Bankruptcy Judge

## ADEQUATE PROTECTION ATTACHMENT

(This attachment is the continuation page for paragraph 7 of the Order on the Motion.)

The stay remains in effect subject to the following terms and conditions:

1.  The Debtor tendered payments at the hearing in the amount of \$ \_\_\_\_\_.
2.  The Debtor must make regular monthly payments in the sum of \$ \_\_\_\_\_ commencing \_\_\_\_\_.  
The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant hereunder shall be paid to Movant at the following address:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3.  The Debtor must cure the postpetition default computed through \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as follows:
  - a.  In equal monthly installments of \$ \_\_\_\_\_ each commencing \_\_\_\_\_ and continuing thereafter through and including \_\_\_\_\_.
  - b.  By paying the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_,
  - c.  By paying the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_,
  - d.  By paying the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_,
  - e.  Other: \_\_\_\_\_
4.  The Debtor must maintain insurance coverage on the property and must remain current on all taxes that fall due postpetition with regard to the property.
5.  The Debtor must file a Disclosure Statement and Plan on or before (*specify date*): \_\_\_\_\_  
The Disclosure Statement must be approved on or before (*specify date*): \_\_\_\_\_  
The Plan must be confirmed on or before (*specify date*): \_\_\_\_\_
6.  Upon any default in the foregoing terms and conditions, Movant must serve written notice of default to Debtor, and any attorney for Debtor. If Debtor fails to cure the default within 14 days after service of such written notice, plus 3 additional days if served by mail:
  - a.  The stay automatically terminates without further notice, hearing or order.
  - b.  Movant may file and serve declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the Court may grant without further notice or hearing.
  - c.  The Movant may move for relief from the stay upon shortened notice in accordance with the LBRs.
  - d.  The Movant may move for relief from the stay on regular notice.

7.  Notwithstanding anything contained herein to the contrary, the Debtor shall be entitled to a maximum (*number*) of \_\_\_\_\_ notices of default and opportunities to cure pursuant to the preceding paragraph. Once a Debtor has defaulted this number of times on the obligations imposed by this Order and has been served with this number of notices of default, Movant is relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Movant shall be entitled, without first serving a notice of default and providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtor's failures to perform hereunder, together with a proposed order terminating the stay, which the court may enter without further notice of hearing.
8.  The foregoing terms and conditions are binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the foregoing terms and conditions cease to be binding and Movant may proceed to enforce its remedies under applicable nonbankruptcy law against the Property and/or against the Debtor.
9.  If Movant obtains relief from stay based on Debtor's defaults hereunder, the order granting that relief will contain a waiver of the 14-day stay as provided in FRBP 4001(a)(3).
10.  Movant may accept any and all payments made pursuant to this Order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable nonbankruptcy law.
11.  Other (*specify*):